UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CASE NO. 07 Civ. 4113 (LLS)

CHINESE AUTOMOBILE DISTRIBUTORS OF AMERICA, LLC, a limited liability company, individually and, with respect to certain claims, in a derivative capacity,

Plaintiff,

v.

MALCOLM BRICKLIN, an individual; **JONATHAN BRICKLIN**, an individual; **BARBARA BRICKLIN JONAS**, an individual; **MICHAEL JONAS**, an individual; **SANIA TEYMENY**, an individual; **SCOTT GILDEA**, an individual; and **VISIONARY VEHICLES, LLC**, a limited liability company;

Defendants.

_______________________________________/

AFFIDAVIT IN SUPPORT OF
MOTION FOR DISQUALIFICATION

BEFORE ME, personally appeared MALCOLM BRICKLIN, who after being duly sworn under oath and penalty of perjury pursuant to 28 USC 1274 deposes and says the following:

1. That my name is MALCOLM BRICKLIN.

2. That the facts contained herein are of my own personal knowledge.

3. That at all times material hereto I am the Managing Member, Chairman and CEO of VISIONARY VEHICLES, LLC, (now known as VCars, LLC) one of the named Defendants in this action.

4. In or about January, 2006, Jim Manley, one of the principals of Atlantic-Pacific Capital, Inc., recommended to me that I retain the services of the law firm of Zukerman, Gore & Brandeis, LLP to represent VISIONARY VEHICLES, LLC in the preparation of a revised, Private Placement Memorandum ("PPM"), as well as other matters.

5. Based upon the recommendation of Mr. Manley at Atlantic-Pacific Capital, Inc., the Affiant, on behalf of VISIONARY VEHICLES, LLC, retained the services of Zukerman, Gore & Brandeis, LLP in early February, 2006.

6. On February 6, 2006, VISIONARY VEHICLES, LLC entered into a written retainer agreement with Zukerman, Gore & Brandeis, LLP to retain the firm. A true and correct copy of the 2/3/o6 email from Berkhower and retainer agreement are attached hereto as Exhibit "1" and incorporated herein by reference.

7. The primary attorney handling the file at the law firm of Zukerman, Gore & Brandeis, LLP was, at all times, Howard Berkhower. Mr. Berkhower handled substantially all of the aspects of the legal services rendered by the law firm on behalf of VISIONARY VEHICLES, LLC.

8. One of Mr. Berkhower's responsibilities was to prepare a revised PPM for the dealers who were investing and a revised PPM for the non-dealer investors.

9. On February 9, 2006, Mr. Berkhower prepared and delivered to the Company his initial draft of the revised PPM.

10. On February 21, 2006, VISIONARY VEHICLES, LLC executed a promissory note in favor of the Plaintiff in the amount of $1 million.

11. On March 17, 2006, VISIONARY VEHICLES, LLC executed a promissory note in favor of the Plaintiff in the amount of an additional $1 million.

12. The Plaintiff's representatives, particularly David Rothrock, reviewed the PPM prepared by Berkhower, before the Plaintiff made its second $2 million dollar investment on February 21, 2006 and March 17, 2006.

13. The Affiant spoke to Howard Berkhower on more than ten (10) occasions and met with Mr. Berkhower face to face on more than five (5) occasions. That during these meetings and conversations, Mr. Berkhower was provided with extremely sensitive, privileged and confidential information regarding the financial details, corporate structure and fund raising activities of VISIONARY VEHICLES, LLC.

14. In addition to Mr. Berkhower's close involvement in connection with the revised PPM, Mr. Berkhower was also intimately involved in the transfer of the assets and liabilities from VISIONARY VEHICLES, LLC to VISIONARY VEHICLES, INC.

15. During the period of his engagement, Mr. Berkhower was provided with substantial financial and other detailed information regarding VISIONARY VEHICLES, LLC and VISIONARY VEHICLES, INC., which information was not otherwise available to the general public.

16. Visionary Vehicles, LLC and Malcolm Bricklin have not and do not consent to Howard Berkhower or his firm representing **CHINESE AUTOMOBILE DISTRIBUTORS OF AMERICA, LLC.**

17. Visionary Vehicles, LLC and Malcolm Bricklin have never been notified by Howard Berkhower that he was joining or had joined the law firm of McCarter and English.

18. Visionary Vehicles, LLC and Malcolm Bricklin have not been notified by Howard Berkhower or McCarter and English of any steps taken by McCarter and English to protect the Defendants' confidential and privileged information.

19. Visionary Vehicles, LLC and Malcolm Bricklin have not and do not waive attorney-client privilege as it relates confidential communications, information and documentation received by Howard Berkhower or his firm.

20. The Affiant has been advised by counsel not to disclose the contents of any of the conversations or privileged information so as to not waive the attorney-client privilege.

FURTHER, Affiant sayeth not:

Dated: ~~August~~ Sept 2, 2008.

MALCOLM BRICKLIN

STATE OF New York)
ss
COUNTY OF New York)

THIS AFFIDAVIT was acknowledged before me this 2nd day of ~~August,~~ Sept 2008, by MALCOLM BRICKLIN, who is personally known to me or who has produced N/A as identification and who did take an oath that the facts set forth in this Affidavit are true and correct to his own personal knowledge.

KEVIN M LONGOBARDI
Notary Public - State of New York
NO. 01LO6137468
Qualified In Kings County
My Commission Expires 11/28/09

NOTARY PUBLIC

Kevin M. Longobardi
PRINTED NAME OF NOTARY PUBLIC
COMMISSION EXPIRES: 11/28/09

EXHIBIT ONE

-----Original Message-----
From: Howard Berkower
To: Bricklin, Malcolm; Himelfarb, Alan
Sent: Fri Feb 03 18:48:29 2006
Subject: FW: Representation Letter.pdf

Gentlemen:

Enclosed please find our standard representation letter agreement. If it meets with your approval I would greatly appreciate it if you could sign it and return to me at the kick off meeting at your offices on Monday morning.

I am very excited about representing Visionary in the institutional private equity financing and in general corporate matters.

Everyone I have met so far have been are truly exceptional people and Visionary's business plan is truly visionary.
I welcome the opportunity to be a part of it..

I look forward to a long-term prosperous relationship.

I will see you on Monday morning..

Have a good weekend.

Best regards,

Howard

Howard M. Berkower
Zukerman Gore & Brandeis, LLP
875 Third Avenue
28 Floor
New York, NY 10022

Direct Dial: 212 500 4730
Fax: 212 223 6433
Tel: 212 223 6700
E-Mail: hberkower@zgbllp.com

<<Representation Letter.pdf>>

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To ensure compliance with Treasury Department regulations, we advise you that, unless otherwise expressly indicated, any federal tax advice contained in this message was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

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ZUKERMAN GORE & BRANDEIS, LLP
875 THIRD AVENUE • NEW YORK, NEW YORK 10022 TELEPHONE 212 223-6700 • FACSIMILE 212 223-6433

February 6, 2006

Visionary Vehicles LLC
172 Duane Street
New York, NY 10013

Attention: Malcolm Bricklin
Chairman & CEO

Re: Representation

Dear Mr. Bricklin:

On behalf of Visionary Vehicles LLC ("VV"), you have asked my Firm, Zukerman Gore & Brandeis, LLP (the "Firm") to represent you in a $200 million institutional private equity financing and in general corporate matters (the "Engagement"). To foster better client understanding, we make it a practice to describe and reduce to writing the bases, conditions and agreements on which our Firm provides and bills for legal services. This letter will serve as our Professional Services Agreement (the "Agreement") in connection with our work for VV.

If the following terms are acceptable, I would appreciate you executing this in the spaces provided, faxing a copy to me at (212) 223-6433, and returning one signed copy of the letter to me by mail. Please retain a copy of the letter for your records. If you have any comments or concerns about any aspect of this Agreement, please let me know.

1. Professional Undertaking. I will have primary responsibility for the representation, and will use other attorneys and legal assistants in the office in the best exercise of my professional judgment. In the event that there arise any questions regarding the staffing of any matters during the course of our Engagement, please contact me immediately.

2. Fees. In general, our billings are based on the amount of time expended. Our hourly rates for attorneys and other members of the staff are based on years of experience, specialization in training and practice, and level of professional attainment. These rates are reconsidered and readjusted from time to time, generally (but not invariably) on an annual basis. My billing rate is currently $495 per hour. The billing rates of our other partners range from $375 - $550 an hour. The billing rates of our associates who may work on the Engagement range from $200 to $350 per hour. Whenever practical, we shall endeavor to utilize lower-cost professionals, provided that they have the requisite level of expertise, to provide the necessary legal services.

3. Disbursements. It is often necessary for us to incur out-of-pocket expenses for ancillary services such as photocopying, local messengers, overnight delivery services, obtaining public filings, long distance telephone calls, travel, facsimile transmission, secretarial overtime, computerized legal research and other matters. These costs are set forth on our statements which are discussed more fully below.

4. Statements. We generally render invoices monthly and ask that you review each statement carefully upon receipt. We are, of course, available at all times to answer questions you may have about our activities or our invoices. Due to our operating needs, invoices are due and payable upon receipt. We reserve the right to discontinue work on pending matters or to terminate our representation and the attorney-client relationship if any invoice from the Firm (or any of the suppliers we engage on your behalf) remains unpaid beyond 30 days of the invoice date.

Payment to us can be made by check payable to the Firm or by wire transfer as follows:

From outside the United States:

CHIPS: For the Account of:	0002 JP Morgan Chase United States Trust Company of New York
Account #	920-1-073195
In Favor of:	Zukerman Gore & Brandeis, LLP 875 Third Avenue New York, New York 10022
Account #:	20-7119-3

From within the United States:

To:	United States Trust Company of New York
Account #	021001318
In Favor of:	Zukerman Gore & Brandeis, LLP 875 Third Avenue New York, New York 10022
Operating Account:	20-7119-3

As noted above, statements are rendered on a regular basis and we expect to be paid currently. In the unlikely event that legal proceedings are required to collect fees and costs, we shall be entitled to reasonable attorneys' fees and other costs of collection, plus a late charge calculated at 2% above Citibank, N.A.'s prime rate then in effect for any sums outstanding for more than 30 days.

5. Communication. We will endeavor to communicate directly with you as frequently as necessary. Should there be any questions, please do not hesitate to call me.

6. Governing Law/Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of New York made and to be performed wholly within that State. Each of the parties hereto hereby consents to the jurisdiction of the courts of the State of New York and the courts of the United States of America for the Southern District of New York and consents that any action or proceeding hereunder may be

brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same. In addition please be advised that, in accordance with applicable law, you have the right to arbitrate any fee dispute pursuant to the Fee Dispute Resolution Program in Part 137 of the Rules of the Chief Administrator, a copy of which will be provided upon request.

7. Termination. Any party to the Agreement may terminate this Agreement at any time for any reason. This Agreement will also terminate as to specific projects or matters at the completion of the work outlined in the Engagement. Upon termination and payment of any outstanding bills as provided by law, you are entitled to receive all documents and files prepared by us for you, and we are permitted to retain copies (made at our expense) of these same materials. The Firm is not required to release files to you until the Firm's invoices have been paid in full. You may terminate our representation at any time, subject to any right of payment that may have accrued to us as of the time of any such termination, which shall survive our representation and/or any termination of this Agreement for any reason whatsoever.

By signing this Agreement, you acknowledge that you have read, understood, and agreed to its terms, and that this letter contains the entire contract with the Firm for legal services described herein.

I truly look forward to a long-term professional relationship with you and VV.

Very truly yours,

ZUKERMAN GORE & BRANDEIS, LLP

By: Howard M Berkower
Howard M. Berkower

AGREED TO AND ACCEPTED BY:

VISIONARY VEHICLES LLC

By: ______________________________
Name:
Title:

HMB/ma

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